

1901-034
Lee Co.

Chancery Causes: Henry J. Morgan vs. C. L. Hamblen &

Ely, Scott, Orr, Flanary

W. B. 18/4/1901 - 1/7/1902

CA-Debt
T-Property

-Correspondence
-Deed

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining, your orator, Henry J. Morgan, will respectfully show to your honor, that heretofore, to wit, on the 1st day of January 1886, one C.L. Hamblen was indebted to him in the sum of \$61.18 for the benefit of the Bays children, and on that day the said Hamblen with Thomas J. Ely, his security, made and executed his writing obligatory, by which they bound themselves one day after the date thereof to pay your orator, comm. for the benefit of the Bays children the said sum of \$61.18 aforesaid, and each of said parties waived the benefit of his homestead exemption as to said debt. No part of said sum has ever been paid to your orator by the said Hamblen or by the said Thomas J. Ely, his security, and each and every part thereof, together with the accrued interest, is now due to your orator. Said writing obligatory is here x filed as part hereof marked "A".

Your orator will further show to your honor that on the 8th day of November 1882, the said C.L. Hamblen and Charles Willoughby, now deceased, made and executed their writing obligatory, waiving the benefit of their homestead exemption, by which they jointly and severally agreed and bound themselves to pay to your orator, ten days after the date thereof, the sum of twenty five dollars. On the 13th day of December 1882 there was paid on said note the sum of ten dollars which is endorsed as a credit thereon. All the rest and residue of said sum of twenty five dollars, evidenced by said writing obligatory together with its accrued interest is still due and owing to your orator. Said writing obligatory is here filed as part hereof marked "B".

Your orator will now show your honor that since the making of said writing obligatory marked "B" the said Charles Willoughby has departed this life intestate; that his estate is totally insolvent, and nothing whatever has been or can be realized therefrom.

Your orator will now further show your honor that in the

year 1883 there was pending in the Circuit Court of Lee County a chancery suit of James W. Orr, plaintiff, against W. L. Turner, C. L. Hamblen and als, defendants; and that on the 15th day of ~~18~~ February 1883, the said C. L. Hamblen and W. L. Turner made their certain writing obligatory, by which they acknowledged themselves to be due to your orator the sum of twenty-five dollars, as an absolute fee, in the above styled cause, and that in the event said defendants succeeded in said ~~cause~~ that there was to be due to your orator the further sum of twenty-five dollars as a contingent fee therein, and as to said debt each of said obligors waived the benefit of his homestead exemption.

Your orator will now further show your honor that said defendants were successful in said chancery cause, and by reason thereof, said Hamblen and Turner became ^{bound} ~~by~~, by the terms of said writing obligatory, to pay to your orator the sum of fifty dollars, no part of which has ever been paid to your orator either by the said C. L. Hamblen or the said W. L. Turner, and all and every part thereof together with its accrued interest is now justly due and owing to him.

Your orator will further show your honor that shortly after the execution of said last named writing obligatory the said W. L. Turner departed this life, intestate; that at the time of his death, ~~at~~ at the present time, his estate was and is totally insolvent, unable to pay anything. Said writing obligatory is herewith filed as a part hereof marked "C".

Your orator will now show your honor that the said C. L. Hamblen is a non-resident of the State of Virginia, but that he is the owner of the following real estate situated in Wise County, Virginia, to wit: Lots No. 11 and 12 in Block 36, plat 1., of the Town of Big Stone Gap, conveyed to said Hamblen by W. E. Harris, by deed dated _____ day of May 1891, and duly recorded in the Clerk's Office of the County Court of Wise County, a copy of said deed is herewith filed as part hereof marked "D".

Your orator will now further show your honor that on the ____ day of _____ 189____ the said C. L. Hamblen made a deed pur-

porting to convey said two lots of land to his wife Sylvesta C. Hamblen. Said deed is also recorded in the Clerk's Office of the County Court of Wise County, and a copy thereof is here filed as part hereof marked "E".

Your orator will now further show your honor that said supposed deed of the said C.L.Hamblen to his said wife is voluntary, and without consideration deemed valuable in law, and that it was made for the purpose of defrauding, hindering and delaying the creditors of the said C.L.Hamblen, and especially your orator, one of said creditors, in the collection of their debts. There are no liens on said lots known to your orator, and he avers that there are none.

Your orator will further show your honor that the said Thomas J.Ely is a resident of Lee County, in the State of Virginia, where he owns valuable estate both real and personal, but that he is only the security of the said Hamblen in said bond, first above mentioned, and ought not in equity to be required to pay the same until the estate of the said Hamblen, the principal debtor in said bond, is exhausted.

Now the object of this bill is to attach the estate of the said C.L.Hamblen, situated in the State of Virginia, and especially said two lots aforesaid, in the Town of Big Stone Gap, Wise County, Virginia, and to subject them to the payment of the above mentioned debts, and for that purpose to set aside and hold for naught the deed or pretended deed of the said C.L.Hamblen to Sylvesta C.Hamblen, his wife. And being without adequate remedy at law he prays your honor's court of chancery to take cognizance of his cause and grant him the proper relief, and to this end he makes C.L.Hamblen and Sylvesta C.Hamblen, his wife, and Thomas J.Ely the parties defendant to this bill, and he prays that each one of them be required to answer its several allegations, but they need not do so on oath, that being expressly waived, and that the said C.L.Hamblen and Sylvesta, his wife, especially answer the purposes for which said deed of the said C.L.Hamblen to his wife, was made, the consideration of said

conveyance, and if there was any consideration moving from the said Sylvesta C. Hamblen to her husband, what it was, when received by her, from whom, and when and where it passed from her to him; that the said C. L. Hamblen answer and state what other, if any, estate or debts due him situated in Virginia or owing to him by persons in Virginia, the amount and character thereof, and, if debts, by whom owing to him, that upon a final hearing said deed of the said C. L. Hamblen to Sylvesta Hamblen, his wife, be set aside, and the said lots be subjected to the payment of your orators debts, and for full general relief.

The administrators of Charles Willoughby and W. L. Turner, deceased, are not made parties because both of said estates are insolvent, and the making of them parties would be only entailing additional costs to no purpose.

May spa. issue &c.

Duncan & Syatt

P. Q.

Feb. 18.

One day after date we find ourselves indebted to pay
Henry J. Morgan Cent. for the benefit of the Boys Children
Sixty one dollars and 18 cents for value received and
we each waive the benefit of an homestead exemption
as to this debt with our hands & seals Jan 1- 1886.

C. S. Hamblen *(Seal)*

Thomas J. Ely *(Seal)*

"A"

C. L. Hamblin

367
2 10
8 18
5 15
27 55
250
12
100

3 not for 1.18

H. J. Morgan Sent.

My dear Japs of the date we or
either of us agree to send our shares
to per to H. J. Morgan twenty-five dollars
for value received. & we hereby assign the
benefit of our Christian & personal
property & execution as to this debt
Witness our hands & seals. Nov. 8,
1882

"B"

Charles Wilcox (Seal)
C. L. Hamblen (Seal)

H. J. Munger
Tring } Nov 287
Charles W. Longley

1883 Dec. the 18th Remitted by cash \$10.00

Jas W. Orr

vs.

Plff.

In Chancery pending in
Circuit Court in County
Virginia.

W. L. Turner & L. Hamblen et al Defts

Due Henry J. Morgan Twenty five dollars as an
absolute fee in the above styled cause, and in the
event that the debts succeed therein, then there is
due said Morgan the further sum of Twenty five
dollars as a contingent fee therein, value recd, and
we hereby waive the benefit of our homestead exemption
as to this debt. Witness our hand and seals this
15 day of Feb. 1883.

" "
L

L. Hamblen (Seal)

W. L. Turner (Seal)

Wm L. Turner & Co

{ Note \$25 = \$50

H. Morgan

Henry J. Morgan

vs. $\frac{1}{2}$ Bill.

C. L. Hambley, et als.

Duncan & Hyatt, pg.

To The Hon. W. P. Miller, Judge of
the Circuit Court of Lee Co.:

The separate answer and de-
murrer of C. L. Hamblen to a bill
in Chancery exhibited in this Honorable
Court by H. J. Morgan against him-
self and others; not waiving any
grounds of demurrer to the said
bill, but answering the same he
says, that it is true that he ex-
ecuted to his wife Sylvesteria C.
Hamblen a deed conveying to her
lots No. 11 & 12 in block No. 36, &c., as
set out in the said bill. But your
respondent emphatically denies that
this deed was made to hinder,
delay or defraud his creditors or
any one of them; but he avers
that it was made in good faith,
and, as your respondent is ad-
vised, for a consideration deemed
good and valuable in law. Your
respondent here adopts the answer
of his wife, and avers that
her explanation of the payment
for said property is correct, & that
said sale was a bona fide trans-

sition. He alleges that he used the money mentioned in the answer of his wife with the unmistakable understanding that it was her sole and separate estate, and that he would, as he avers he has, account to her for the same.

In answer to the allegations of debt which complainant files in his bill as part thereof, your respondent says that so far as he is concerned he has fully paid each, and he here denies that he owes any one of the said indebtedness, or any part of either. He also alleges that the estate of W. L. Turner at his death was solvent and remained so for some time; and if there is anything due plaintiff by reason of said Turner's failure to pay, your respondent says that it would be unjust to hold him liable, since the collection thereof was not made by reason of plaintiff's own negligence. He also avers that the estate of Chas Wiloughby was at his death solvent, and

that the debt against said Hil-
oughly, for which your respondent
was only security, could have been
collected, if indeed it was not.

As to the discovery asked by
plaintiff of your respondents assets
in this state; answering which
he says that he owns no real estate
wherever. Most all ~~his~~ sums
due him from solvent parties
in this county have been assigned,
long prior to the institution of
this suit, for valuable consider-
ation, to his creditors. So far
as your respondent now knows
there is nothing due him not
so previously assigned, unless
there should be a large sum
of money due him from A. L.
Pridemore, a part if not all of
which as your orator now remembers,
has been assigned. He would be
glad a settlement with said
Pridemore can be had, and if
this can be done, he will have
what is this debt has been assigned
ascertained, & should any remain
it would constitute assets liable

for just debts.

Your respondent again denies
any fraud on his part in any
transaction liable to investigation
in this suit; and he makes
the same statement with reference
to hindering, delaying or defraud-
ing his creditors. On the contrary,
he has used, & is using every means
in his power to pay all which justly
owes. And having said, &c.

E. H. R. Emery, P. N.

H. G. Morgan

v. J. Lewis, Co. S. H.

Le. S. Hamblan et al.

Filed in open Court and
by leave thereof March
the 7th 1896

A. B. Munsey Clerk

Johnson & Co.

to defendant

The amount is deposited for the reason
of the amount of \$1000.00
of the amount of \$1000.00

To the Hon. W. T. Miller, Judge of
the circuit court of Lee County:

The ~~separate~~ answer and de-
murer of Sylvester L. Houbler
to a bill exhibited in this Honorable
court against her and her hus-
band C. L. Houbler et al. For de-
murer your respondent says that
the said bill is not sufficient
to require her to answer, but should
other and further answer be re-
quired, answering she says that
she neither admits nor denies the
existence of the several debts
claimed by the plaintiff in his bill;
but she does fully, wholly and
emphatically deny that the deed
from her husband to herself con-
veying lots No. 11 & 12 Block No. 36,
plot No. 1 in town of Big Stone
Gap was made without a good
and valuable consideration. She
alleges that this transfer between
herself and her husband was a
bona fide transaction; that it was
made with no intention on her
part to defraud or injure any

one. Your respondent denies that she purchased the said lots to hinder, delay or defraud the creditors of her said husband. She alleges that there was a valuable consideration which passed from herself to her said husband in payment for the said two lots, which, as stated in the said deed was her separate and sole property derived, mainly, from her father. As to the exact date this money and property was received by her, she cannot be definite, but she alleges that about the year 1880 her father gave her through Rev. W. Flouary the sum of \$500⁰⁰. Some time prior to this, just when your respondent cannot now say, she was the sole owner of one horse which was sold for \$125⁰⁰, which sum was used by her husband, & about the same time he sold a cow belonging to your respondent for the sum of \$35⁰⁰, all of which said

three sums of money her husband used, with the clear and express understanding that it was to be paid to her and to remain her sole and separate estate, & was so recognized by each up to the time he executed his deed for the two lots aforesaid in payment thereof. Your respondent also alleges that she also assumed the payment of the balance due on lot No. 11 by virtue of a mortgage or deed of trust executed by her said husband in favor of Logan & Brewer. She also alleges that she has satisfied this said balance in part, if not, as she now believes entirely. To these ends was the said deed, which is sought to be set aside made, and, not, your respondent again avers, to hinder, delay or defraud any one whomever, but in good faith, to be held by your respondent as her sole and separate property, purchased by her separate estate. And now having fully av., &c., she prays, &c.

E. H. R. Ewing, P. S.

H. T. Morgan

v. } Ans. of

C. L. Hambleton & Co.

Sylvester C. Hambleton

Filed in open court and
by leave thereof March
the 6th 1896

A. J. B. Munsey Clerk

This answer is accepted to be true it
does not specifically answer the
purposes for which the suit was
made by C. L. Hambleton, to his wife
~~the~~ nor does it state what the considera-
tion was, when it was received
by the wife or when and where it
was passed from her to him.

Duncan T. Hyatt for
Morgan -

And for the further reason that
she does not state what amount
she has paid out on the Logan re-
mitten.

Will be signed & filed

John S. Hamblen

vs.

L. L. Hamblen & others

Plff

Defts

} In Chy

Henry J. Morgan having been the original Plff in this cause, and he having assigned the cause in his favor in this cause to the present Plff - John S. Hamblen on his Motion this Suit is now dismissed and the cause stricken from the docket.

John S Hamblin

vs { Deane fiscal

Co L Hamblin vs

Entered on Chy O.B.

No 7 Page 5.

Enter this

H. A. W. Green

Oct Nov 7, 1907

H.J.Morgan

vs.

C.L.Hamblen etal.

Upon the calling of this cause at this term of the court, it was announced by counsel for the plaintiff that he, the said plaintiff, had sold and assigned the debts herein sought to be collected for a valuable consideration to John S.Hamblen. And thereupon, on motion of the said H.J.Morgan, by his counsel, it is ordered that he be stricken from the record of the cause, and that John S. Hablen be substituted as the plaintiff in the cause in the stead of the said H.J.Morgan. And this cause may be further proceeded in in the name of said John S.Hamblen and at his cost.

And the cause is continued.

H. J. Morgan

vs } In ch

C. L. Hamblett et al.

Entered on ch. O.B.
No 6 Page 371

Enter

Mar 14 1900

Hawsham

H.J.Morgan,

Plaintiff.

vs.

In Chancery.

C.L.Hamblen, Sylvesta C.Hamblen, T.J.

Ely,

This cause came on this day to be heard on the bill of the complainant and exhibits therewith, the answer of the defendants C.L. Hamblen and Sylvesta C.Hamblen his wife, and general replication to said answers, the depositions of witnesses, and exceptions to the depositions of C.L.Hamblen and Sylvesta C.Hamblen, and was argued by ~~and~~ counsel. On consideration whereof, and it appearing to the court that process has been duly served on T.J.Ely for more than fifteen days before the first day of this term of the court and that he has failed to appear plead answer or demur to said bill, the same is taken for confessed against him. On consideration of all which it is adjudged ordered and decreed that the complainant, Henry J.Morgan, recover of C.L. Hamblen and Thoms J.Ely the sum of sixty one dollars and eighteen ~~xx~~ cents, with interest thereon from the 2nd day of January 1886 till paid; that the said complainant recover from C.L.Hamblen the sum of twenty-five dollars with legal interest thereon from the 18th day of November 1882 till paid, subject to a credit of \$10.00 paid on the 13 day of Decr. 1882; that the said complainant recover from the said C.L.Hamblen the sum of ~~fifty~~ ^{twenty-five} dollars with legal interest from the 15th day of Feby. 1883 till paid, and the costs of this suit. And it appearing to the court that the deed of C.L.Hamblen to Sylvesta C.Hamblen his wife, dated on the 2nd day of Feby. 1895, for lots 11 and 12, of Block 36, as shown and designated on the plat of the Town of Big Stone Gap, Marked Improvement Company's plat No.1., was made without valuable consideration and for the purpose of hindering, delaying and defrauding the creditors of the said C.L.Hamblen, it is adjudged, ordered and decreed that said deed of the said C.L.Hamblen to Sylvesta C.Hamblen, his wife for said lots 11 & 12 of block 36 in the town of Big Stone Gap, which deed is recorded in Deed Book No.37, page 275 &c., be and the same is hereby set aside, annulled and vacated, ^{in the Wise County Court Clerk's Office} ^{in so far as it interferes with the collection of the revenues} And it further appearing to the court that the said complainant filed and recorded his memorandum and lis pendens of the object of this ~~and~~

in the Clerk's office of the County Court of Wise County on the 14th day of January 1896, it is therefore adjudged, ordered and decreed that unless the said C.L.Harblen or some one for him, shall, within 30 days from the rising of this court, pay to the plaintiff said several sums of money hereinbefore decreed to him, together with the costs of this suit, then C.T.Duncan, who is appointed a commissioner for the purpose, will, after having advertised the time terms and place of sale for at least thirty days, by posting written notices thereof on the front door of the Courthouse of Wise County and on the front door of the Courthouse of Lee County, and at least three public places in the Town of Big Stone Gap, proceed to sell said two ~~lots~~^{and three} to the highest bidder on a credit of one ~~and~~ two ^{and three} years except the costs of a suit and commissions of sale, which he will require paid down in cash, For the deferred payments said commissioner will take bonds payable to himself with good security and bearing interest from date. Said commissioner will make said sale at the front door of the Intermont Hotel. He will report his action to a future term of this court. Before executing this ~~decree~~[✓] said Court. will execute bond before the clerk of this court in the sum of \$300.00 conditioned as the law directs in such cases. And the cause is continued.

H. J. Morgan

23 30000 for
sale

C. L. Hambleton et
al.

C. O. B. p. 380.

Enter this
1st 21st
J. J. Hambleton
1896

Henry J. Morgan,

Plaintiff.

vs.

In Chancery.

C.L. Hamblen et als.

Defendants.

On motion of C.L. Hamblen and Sylvesta C. Hamblen, his wife, leave ~~HEAR~~ is granted each of them to file their separate answer i n this cause, and the same are accordingly filed. And there- upon thas cause came on to be heard upon the bill of complaint and exhibits therewith, the answer of the defendant and excep- tions thereto and was argued by counsel. On consideration of which the court is of opinion that the exceptions to said answer are not well taken, and the same are accordingly overruled. And thereupon the plaintiff replied generally to each of said an- swers, and the cause is continued.

Henry J Morgan

vs ~~2~~ Decree No. 1.

to L. Naubler
et al

O.B.P. 381

Enter this decree
Mch. 10th 1896.
W. J. M.

The deposition of James C. Scott, taken before John A. G. Hyatt, Commissioner in Chancery for the Circuit Court of Lee County Virginia, on the 23rd day of October 1896, at the Office of Duncan & Hyatt in the town of Jonesville ~~in~~ pursuant to agreement, which deposition is intended to be read as evidence in behalf of the Complainant, in a certain suit in chancery now pending in the Circuit Court of Lee County Virginia, in which H. J. Morgan is Complainant and C. L. Hamblen and Sylvesta C. Hamblen, ^{+ others} his wife, are defendants.

Present Duncan & Hyatt Attorneys for Complainant

" E.W.R.Ewing Attorney for Defendants.

James C. Scott, a witness, of lawful age being first duly sworn deposes and says:

Ques. 1. Are you acquainted with the defendants to this suit, C.L. Hamblen and Sylvesta C. Hamblen wife of the said C.L. Hamblen, if so how long have you known them?

Ans. I am acquainted with each of said defendants, I have known Mrs. Sylvesta C. Hamblen ever since I can remember, I have known ~~XXXX~~ C.L. Hamblen about 25 years.

Ques.2. If ever you heard C.L.Hamblen and his wife say anything in ~~the~~ reference to a conveyance by the said Hamblen of his property, or any part of it to his wife please state what was said, when it was and all about it?

Ans. Some time about the year 1892, as well as I can now remember, I was at Mr. Hamblen's in Kentucky, he got to talking to me about his business in Virginia, the sale of his land to F.M. Clarkston, the assignment by him of the notes on Clarkston and the fear that perhaps he would be unable to collect from Clarkston and Kelly the amount of the notes executed to him by them, which he had ~~been assigned and which he~~ ~~feared he was not going to~~ ~~be able to collect~~ assigned, he then said to me for fear he would lose some of this money he believed he would deed his property to his wife. He said he did not calculate to lose all of it, as he had a lien on the land sold to Clarkston, but feared he would lose part of it.

Cross examined

Did Mr. Hamblen say that he was going to make this conveyance for the purpose of hindering, delaying, or defrauding his creditors?

Ans.

Ans. He never said any thing about his creditors as I now remember.

Ques. Did he state whether or not this conveyance would be for a valuable consideration?

Ans. He did not say. In reply to the first question I perhaps should have said that he mentioned the fact that he owed \$1500 on the land in Ky.

And further this deponent saith not.

J. G. Scott

Virginia, Lee county, to wit:

I, J. A. G. Hyatt, a Commissioner in Chancery, for the county and the Circuit court thereof, state aforesaid, do certify that the above deposition of James G. Scott was duly taken, subscribed and sworn to before me, for the purposes and at the times and place in the caption mentioned.

Given under my hand this October 23rd, 1896.

J. A. G. Hyatt

Comm. in Chcy.

H. J. Morgan
Deposition of
W. B. J. C. Scott.

C. L. Hambleen et als.

Received from J. A. H.
Hyatt before whom taken
and filed Oct the 24/1876
A. B. Munsey Clerk

* C. L. HAMBLÉN, *

Dealer in General Merchandise.

— ALSO AGENT FOR THE AETNA FIRE INSURANCE CO. —

Kirkville, Ky., Jan 30th 1897

Mr H J Morgan

Dear Sir I wrote to Ewing
today in regard to the suit you have
against my wife I want to settle this up
in some way if we can. It seems that I
and you have been friends too long to not
be able to settle. It looks to me that you
ought to be satisfied to accept the debt
that J S Ely is on and the 25.00 dollars
of William Turner I have. Last by Turner
over 400.00 I am now at this present time
in no condition to pay any money but I
hope to be able to do so if no other
way will this fall close. and all I have
or pay every thing I owe. I don't think after
you study about this matter & what our
relation has always been as friends you will
be guided by a better spirit than you have
been in this matter. Tell Ewing what you will
do or write to me so I can
know it & by what I shall have
to defend on.

Yours Truly
C L Hamblen

Hambour Letter

4

To C. L. Haublen, Sylvesta C. Haublen and Thomas J. Ely:

You will please take notice that on the 25th day of February 1897, at The Powell's Valley Buss in Jonesville, Va, I will proceed to take the depositions of myself and others, which depositions, when taken, are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court for Lee County, Virginia, wherein I am plaintiff and you are defendants. And if from any cause said depositions be not begun, or, if begun, be not completed on that day, the taking thereof will be adjourned from day to day, from time to time, and from place to place, until the same be completed.

Henry J. Morgan,
By Counsel.

L. D. Hyatt
of Counsel.

Virginia, Lee County, to wit:

I, C. E. Cook, a Notary Publicⁱⁿ and for said County, do certify that L. J. Hyatt, This day personally appeared before me in my County aforesaid, and made oath that on this day he delivered a copy of the within notice to E. W. Ewing, attorney for C. L. Hambleton and Sylvester C. Hambleton, who are non-residents of Virginia. Given under my hand this Feby 19th 1897.

C. E. Cook N.O.

Henry J. Morgan
to my Notice to
Take depositions
C. L. Hambleton et al.

The deposition of H. J. Morgan and others taken before me, C. E. Coush, a Notary Public for Lee County, Virginia, at The Powell's Valley Bank in Jonesville, Virginia, to be read as evidence in behalf of the plaintiff in a certain suit in chancery pending in the Circuit Court for Lee County, Virginia, wherein H. J. Morgan is plaintiff and C. L. Hambley, Sylvia C. Hambley, his wife, and Thomas J. Ely are defendants, pursuant to notice hereto attached, on the 25th day of February 1897.

Present, H. J. Morgan and L. T. Syatt, his atty.

The witness H. J. Morgan, being duly sworn, deposes as follows:

Ques. 1. State all you know about this case, and especially whether any of the bonds sued on have ever been paid?

Ans- About the first of Jan'y 1886, I had in my hands as receiver the sum of \$199⁴⁵ belonging to Rosetta Horber, & on that day I loaned the same to Chas. L. Hambley & took his note therefor with Thos. Ely as security - Afterward the said Rosetta Horber married a man by the name of L. B. Rainwater - Afterward about the month of October 1889 Chas. L. Hambley paid to me the above mentioned note, amounting to \$220⁶⁵ and this with the additional sum of \$65⁰⁰ paid me by L. B. Rainwater, I paid over to said L. B. Rainwater & this has doubt is the payment to which Mr. Hambley refers, in his deposition filed in this cause.

On said first day of Jan'y 1886, I also,

held in my hands as receiver, the sum of
\$61.¹⁸ which was money due the five
Says Children & this money I also loaned
to Chas. L. Hambleen with J. Ely as
security & I took their joint note therefor
& this is one of the notes, upon which
this suit is founded, & not one forthing
of this note has ever been paid, by Chas.
L. Hambleen or any one for him, Three
of said Says Children are now of age & I
have paid them their due proportion of
said money, but two of them are not
yet of age, & their part of said loan men-
tioned note is still due them.

As to the Conditional note sued on
I was employed by Chas. L. Hambleen,
himself, to aid Cal. Pridemore in the suit
referred to in the said note - and after he
had signed the note, he, Hambleen told
me that he was lawing for the benefit
of Wm. L. Turner & that he wanted me
to ask Mr. Turner, to sign the note with
him, & I did so, & Mr. Turner signed it.

A few years afterwards Mr. Turner
died, hopelessly insane, so that nothing
could have ever been made out of him.

My recollection is, that Mr. Hambleen
did succeed in the suit referred to in
the said Conditional note. As to the
\$25.⁰⁰ note sued on, this was executed
by Chas. Willoughby with Chas. L.
Hambleen as security & a short time
after the note was executed, Charles
Willoughby paid me \$10.⁰⁰ on the

note, which is Credited thereon,
I laid this note away in my desk
& I do not believe that, from the time
said payment was made, on the note
down to the winter or Spring of 1895,
I ever saw said note, I had entirely
forgotten that I held it, but, the balance
due on said note is justly due me & is
entirely owing to me & Mr. Hamblen
or no one else has paid any other or further
part of it -

From what I have recently learned
I suppose, I might have collected some
75, 80, or 85 percent of this debt, if I had
presented it to the Administrator of
Mr. Willoughby's estate when it was
being settled up & this I suppose oc-
curred sometime between 1889 & 1891.

But as before stated I had forgotten
that I owned such a debt & therefore
did not present it to the Administrator
for payment - & these are the stated
facts in reference to the three notes
upon which this suit is brought.

Ques. 2. - If you have recently received a
letter from C. L. Hamblen in which he admits
the justness of the debts sued on or any of them,
please file it.

Ans. - I have received such a letter
& herewith file the same with this
deposition, marked "A".

And further this deponent sayeth not.
Henry J. Morgan

H. J. Morgan

23 3/4 Depos.

C. L. Hamblein et al.

Received from C. L. Hamblein
the Notary before whom
taken & filed February 25th
1897. A. J. Munsey Clerk

Virginia, Lee County town -
J. B. Caux a Notary public
for said County & State do certify
that the foregoing deposition of H.
J. Morgan, was duly taken subscribed
& sworn to before me at the time &
place & for the purposes in the Caption
mentioned.
Given under my hand this Feb 25/89
J. B. Caux N. P.

(10.)
Notary Public
Office of H. H. Middleton
Kirkville Ky

The depositions of C. L. Hamblen
and others taken before me,
H. H. Middleton a Notary Public
in and for the County of
Madison, State of Kentucky.
At my office in the town
of Kirkville Kentucky,
on this the 28th day of
August Eighteen hundred and
ninety six, pursuant to a
notice hereto attached, to be
read as evidence in the
behalf of the defendants in
a certain suit in chancery
now pending in the Circuit
court of Lee County Virginia
Wherein S. J. Morgan is
plaintiff and C. L. Hamblen
et al. are defendants.

No witness appearing further action
under attached notice and taking
of these deposition is continued until
the 10th day of September 1896
at the same place and hour

H. H. Middleton N.P.

(Over)

Kirkville Ky. Sep 14 1876
Office of H. K. Middleton N.P.

Met pursuant to continuance and adjournment, C. L. Hamblen a witness of lawful age, being duly sworn deposes and says

Ques 1st

State your residence and your relation to Sylvester C. Hamblen

Ans

My residence is Kirkville Ky Sylvester C. Hamblen is my wife

Ques 2.

State whether or not you are one of the defendants in a suit in Chancery now depending in the Circuit Court of Lee County wherein H. J. Morgan is plaintiff and C. L. Hamblen and others are defendant

Ans

I suppose I am. There has never been no notice serve on me but have seen the suit advertise

Question 3.

The bill alleges that you on the 1st day of Jan. 1885 were indebted to the plaintiff for the benefit of the Boys children in the sum of \$61.18 and that on that day together with Tros J. Ely you executed your obligatory note for the same and that on the 8th day of November 1882 you together with

(7)
Charles Willoughby now deceased executed
an other obligation binding your self to
pay said plaintiff ten days after the date
there of \$25⁰⁰ on which obligation
there was paid \$10⁰⁰ Dec 13 1882
that on the 15th of February 1883
you together with W. L. Turner
executed your written obligation
binding your selves to pay the
plaintiff a fee certain of \$25⁰⁰
as his attorney fee in the then
pending cause of Jas W. Orr Vs.
W. L. Turner, C. L. Hamblen et al.
and that you agreed that
should said Morgan succeed in
said cause you were to pay
an additional sum of \$25⁰⁰
and that ~~he~~ alleges that he
did succeed and that you
now owe the sum of \$50⁰⁰
State all you know of these
several claims!

Answer I borrowed at one time some money
from H. J. Morgan giving J. F. Ely as
security in 1887 or 8. at the time I was
living in Turkeybone Lee County Va
H. J. Morgan wrote me a letter iff
the money I had borrowed from him
for which he held my note with
J. F. Ely ^{as security} was not payed he would bring
suit at once. I went to Jonesville &

4

and settle up with him paying him
something over Two hundred dollars and
as I thought at the time that I paid
him all of the debts and so believe now
he has never named that debt to me
since. Till a year or so ago suffering
me to close out my business & leave
the State & move to Texas, as to the
Charles Milloughby debt I don't
have any remembrance of signing
the note but very probably did it.
J. Morgan never at any time notify
me the debt was not paid unless
a year or so ago iff he had I
should have got Milloughby to
pay it. I signed a note of Milli-
an Turner to H. J. Morgans of
\$2500 as to the obligation I have
forgotten about it as so stated
in the Question but iff Morgan
alleges in his bill the suit was
granted by him. I think he is mis-
taken for we failed to get the back
rent & only got possession of the
property at the time suit was brought
& failed to get judgement
for said rents which iff I remem-
ber right went to 15 or 16 hundred dollars
now W. L. Turner had possession of said
property for a number of years and
George Morgan ought to have collected
said money in his life time or
notified me of the fact but

but did not do so until after my return from Texas I think in the fall of 1895 several years after W. L. Turner's death & J. Morgan was only secured by W. L. Turner to assist Col. Pickens in the case

Ques 4

It is alleged in the said bill that you were once the owner of two lots no 11 & 12 in Block 36 plat 1 of the town of Bigstone Gap Va deeded to you by W. E. Harris and that you conveyed said two lots to your wife Sylvesteria C. Hamblen.

State whether or not this conveyance to your wife was a fraudulent one made to hinder delay or defraud creditors?

State whether or not you received a consideration and if so what, and if you received a consideration from your wife, State all you know how she obtained it; and all you know about whether or not it was her separate and individual property; and state whether or not this deed conveying these two lots was made in good faith on your part and was a genuine
(over)

business transaction?

Answer

I was the owner or had deeds to Lots No 11 & 12 in the Town of Big Stone Gap Va & did deed the same to my wife Sylvester L Hamblen I did not make the deed to those two lots to defraud any of my creditors or through any fraudulent intent now my wife receives from her Father in Property and Money about \$100,000 which was invested in a Farm we owned jointly at Burke House Seminary & deed to us jointly & before she would agree for me to sell said Farm or make her deed to said Farm I agreed to turn over to her her Parts of said notes These two lots was bought by a conveyance of one of These notes amounting to \$5,000.00 dollars. & I conveyed to her those two lots to secure to her her money on as much as the lots might be worth & did so so as to have a proper deed made to Clarke's Son as to collect the purchase money on said Land but did not make the Deeds till sometime after according to my previous promise neither had Judge Morgan notified me of the existence of the debt until Jan in his bill at or before the time I made the deed to said lots 11 & 12 & I further state the deed was made in good faith & seen by my wife when made

& not to defraud any of my
 Creditors & sold my Farm in Turkey
 Cove Lee County Va in the fall of 1890
 moved to Texas in Jan 1891 & have
 him in Lee County Va attending to
 business staying some 2 or 3 weeks
 at a time & may safely say twist
 as year since 1892 and further
 this deponent saith not
 C. L. Hamblen

Sylvestia C. Hamblen an
 other witness of lawful age
 being duly sworn, deposes and
 says

Ques 1

State your residence and
 relation to C. L. Hamblen, and
 state whether or not you are
 you are a codefendant with
 him in a chancery cause
 pending in the circuit court
 of Lee County Virginia wherein
 St. J. Morgan is plaintiff and
 which among other things
 seeks to set aside and vacate
 a certain deed made by said
 C. L. Hamblen conveying to you
 Lots No. 11 & 12 Block 36, plat 1 town of

Bigstone Gap Va. (8)

Answer

My residence is Kirksville Ky.
Madison County Kentucky.
I am the wife of C. L. Hamblen
and am so informed that I am
codefendant with him in a
chancery cause pending in the
circuit court of Lee County Va.
wherein H. J. Morgan is plaintiff
wherein he seeks to set aside a
deed made by C. L. Hamblen
to me for two lots No. 11 & 12 Block
36 in the town of Bigstone Gap Va.

Ques 2

State all you know as to whether
or not this conveyance was made
to you by said C. L. Hamblen for the
purpose of hindering delaying or
defrauding his creditors?

Answer

I cannot state what his intent was
in the conveyance. One half of the
farm at Turkey Cove Lee County Va.
bought from W. M. Davidson belonged
to me and one half the money
the farm brought was mine
and these two lots is all I have
ever received and one of the notes
received from the sale of the farm
was transferred for these lots.

(over)

My money that I received from my father was paid on this farm at Turkey Cove Lee County Virginia and my husband is still due me a considerable amount for I don't consider the two lots in Bigstone Gap worth my one half interest in the Turkey Cove farm and I can't see any intent on his part to delay or defraud his creditors, when the money invested in the lots was to say the least was one half mine and the lots from all I can find out was not worth \$500⁰⁰ each when I bought them from my husband.

Ques 3

State definitely from what source you received this money?

Answer

I received my money from my Father.

Ques 4

State whether or not your husband has all the time recognized this as your separate and distinct property and at all times subject to your control

Answer

Answer

My husband has always recognized me in the purchase of all land out side of these two lots I have always been equal in the deeds made to us and have always considered that one half of the land so deeded was mine and at all times subject to my control and don't think the consideration ever passed out of my hands for as I here to fore stated I consider one half of sale of the Turkey Cove farm sold to Marion Clarkston was mine and I have ~~not~~ received any thing but these two lots on said land and the farm was sold to Clarkston for \$12000⁰⁰ and my husband still owes me the balance after taking out the consideration for said lots

My husband recognizes this as my separate and distinct property and it is under my control.

And further this deponent does not say
 Sylvestia C. Hamblen

(over)

Kentucky
 County of Madison to wit
 I H. H. Middleton a Notary Public
 for the County of Madison State
 of Kentucky do hereby certify
 that the foregoing depositions
 of C. L. Hamblen and Sylvester C.
 Hamblen were duly taken, sworn
 to and subscribed before me at the
 time and place and for the purpose
 therein mentioned

Given under my hand and ~~and~~ ^{seal}
 this the 10th day of September 1896
 H. H. Middleton N.P.

C. L. Hamblen et al
 ady Depos

H. J. Morgan
 Received by mail
 in good condition
 and filed Sept 11th 1896
 A. B. Murray
 Clerk

Humboldt
and Deposition
Morgan &

These depositions
are accepted to
become their
evidence and
each is accepted
to testify for
or against each
other.

James H. H. H.
for Dep.

To H.J.Morgan,

Take notice that on the 19th day of May, at 4 o'clock, P.M., at the office of E.W.R.Ewing, in Jonesville, Virginia, We will proceed to take the deposition of Jas.W.Orr and others to be read in our behalf in a certain action now pending in the ~~State~~ Circuit court of Lee county, Va., wherein you are plaintiff and we are defendants: and if from any cause the taking of the said depositions be not begun on that day, or be begun and not concluded on that day, the taking thereof will be continued and adjourned from day to day and from time to time until completed.

Very truly,

Sylvestia Hamblen and

C.L.Hamblen,

By

Counsel.

C. L. Hambleton

adv. Notice

H. J. Morgan.

To H. J. Morgan,

Take notice that on the 19th day of May, 1877, at

the office of C. L. Hambleton, Esq., in the County of

To Take Notice

to take the deposition of J. H. C. and others in the

Circuit Court

Executed May 19th 1877

at 11 o'clock A. M. by

of the County, Va., who is the

deputy

and it is from any cause the trial of the

the deposition

and on that day, or on the day next following

to J. H. C. and others

W. C. Weston

there will be conducted the trial of the

time to time until completed.

Very truly,

C. L. Hambleton

C. L. Hambleton

By

Comptrol.

The deposition of Jas.W.Orr and others,taken beofre me,A.B. Mnsey,Commissioner in Chancery for the Circuit court of Lee county, Virginia, at the office of E.W.R.Ewing,pursuant to notice hereto at-
tached,at the hour of 4 o'clock,P.M.,May 19,1897,which deposi-
tions are to be read in behalf of the defendants in a certain action
pending in said circuit court,wherein H.J.Morgan is plaintiff and
C.L.Hamblen and others are defendants.

Present H.J.Morgan and C.T.Duncan his counsel, and E.W.R.Ewing
for the defendants.

Jas.W.Orr, a witness of laeful age being duly sworn deposes and says:

Q.1. State you profession, and whether or not you know any thing of the result of the case of William L. Turner vs. yourself, in which C.L. Hamblen filed a cross bill, which was former pending in the Circuit court of Lee county: if so state all you know especially with reference to the result affecting said Hamblen?

Ans. I am by profession a lawyer, and farmer. The litigation was in regard to some mill property in which I brought an injunction suit against said Turner and his wife and said Hamblen. Mr. Hamblen was represented by Col. Pridemore and Judge H. J. Morgan. After ward said Hamblen filed what is called a cross bill in which he sought as grantee of Turner and wife to recover from myself some ~~five thousand~~ or ~~five thousand to~~ upwards of two thousand dollars back tolls from a mill owned by me. On a final hearing of the cause Mr. Hamblen recovered against me \$138.55 3/4, being the amount of tolls as ascertained by the commissioner in the cause which had accrued after the filing of his cross bill, or as I now see from the papers, which had accrued from the institution of my suit up to the 12th day of July, 1884. The said decree being entered at the Aug. term, 1884. Each party was decreed to pay one half the costs incurred in the cross-bill, and my original bill was dismissed at my costs, all of which will more fully and at large appear by reference to said causes remaining on file in your Honor's court, and which the parties agree in my presence ~~may~~ may be read as part of this deposition without copy.

And further this deponent saith not.

James W. Orr

H.D. Flanary, another witness of lawful age being duly sworn says:

Q.1. State whether or not you are a son of Silas Flanary? And a brother of Mrs. Sylvestia C. Hamblen?

Ans. I am.

Q.2. State whether or not you at one time purchased a farm or tract or land from your said father and if so to whom you paid the purchase money?

This question is objected to because immaterial and irrelevant.

Duncan and Hyatt.

Ans. I did purchase a farm from father at the price of twenty-five hundred dollars. I paid father all but eight hundred and forty dollars and this amount I paid to C.L. Hamblen.

Q3. Please state how it happened that you paid the eight hundred and forty dollars to C.L. Hamblen, and how you paid the same?

Ans. By the direction of father. This was money which father was giving to my sister, Mrs. Sylvestia C. Hamblen. Father intended to ^{give} her nine hundred dollars, but I only paid for him to her the eight hundred and forty, if I ~~remember~~ remember correctly. Father was ^{giving} ~~pay~~ ₁ ~~ing~~ us children nine hundred dollars around.

Cross examined.

Q.1. Please state when it was you made the purchase of the tract of land from your father and undertook to pay said sum of money ² to said Hamblen or Hamblen and wife?

Ans. I do not recollect the date but could tell if I had a note from home which I gave to Mr. Hamblen, and I will hand said note before court to the Commissioner, and clerk before whom this deposition is being taken, to be marked a No. 1. Mr. ~~Hamblen~~ Hamblen and wife were at that time living in the town of Jonesville and he was engaged in the mercantile business with C.A. Russell, I think.

Q.2. Did you pay all of said note at one time, and if not state as near as you can when you made the final payments?

2.

as I did not pay all at once

Ans. The ^credits on the note will show, I think. This note to which I refer is for only five hundred dollars. I had ¹by payments made before the date of said note reduced it to that sum, and perhaps the trade was made some twelve months or more before the date of said note. I had finished paying Mr. Hamblen up before he left Jonesville.

Q.3. Do you know the uses to which Mr. Hamblen put the money¹ which you paid to him?

Ans. I do not.

And further this deponent saith not.

Witness s & cts

R. D. Flanary

I A. B. Mursey Court in Chancery for the Circuit of Lee County Va. do hereby certify that the foregoing depositions of James W. Orr and R. D. Flanary were taken, subscribed and sworn to before me in my County aforesaid, at the time place and for the purpose in the Caption mentioned. Given under my hand this the 19th day of May 1897.

*A. B. Mursey Court
in Chancery*

L. L. Houtless et al
 vs. } Depo. for Defto.
 R. J. Morgan

Filed May the 19th 1897
 L. R. Munsey
 Clerk

Court in Chas 75
 Witness 80
 \$1.25

Q. 3. Do you know anything to which the defendant is entitled to the money
 now? I had learned of having the money and before he left town. I
 think was made some private arrangement or some before the date of said
 order. The date of said order was 11th of that month and between the
 1st and 10th of that month defendant. I had no business with
 him. The order on the note will show. I think this note is right

-----x
C. L. Hamblen) This deed made and entered into this the
()
To) Deed.) 2nd day of February, 1895, by and between
()
Sylvestia C. Hamblen.) C. S. Hamblen of the first part, and
-----x
Sylvestia C. Hamblen, his wife, of the second part, both parties
of the County of Madison and State of Kentucky, Witness, that for
and in consideration of the sum of One Thousand Dollars which the
said Sylvestia C. Hamblen received from her father and has turned
over to the said C. S. Hamblen, the foregoing, and the receipt of
the same is hereby acknowledged, this day, party of the second as-
suming to pay to Logan & Bruer of Lancaster, Ky., a note due them
by C. L. Hamblen, party of the first part, and which is secured by
a lean on lot No. 11, hereby conveyed. The partee of the first
part grants, bargain, sells & conveys with covenants of general
warranty unto the party of the second part the following lots,
to-wit: Lots 11 and 12 of Block 36, as shown and designated upon
a plat of Big Stone Gap marked Improvement Company plat No. 1, &
recorded in Wise County Clerk's office of Va., to which reference
is here made. Lot No. 11 is located at the intersection of East
2nd Street with Wood Avenue, fronting 33 feet on Wood Avenue and
running back with the line of East 2nd Street 132 feet to a stake,
the division corner between lots 10 and 11 of Block 36. Lot No. 12
adjoins lot No. 11, fronting 33 feet on Wood Avenue & running back
parallel with lot No. 11 to the division line between lots 9 and 12
of Block 36, each lot being parallelogram 33 x 132 feet. The said
C. L. Hamblen covenants that he is lawfully seized in fee simple
of the said property, that he has possession, lawful right to
convey the same, that the grantee shall have quiet posession of the
premises, that the same is free from incumbrances, and that the
said party of the first part will execute such other and further
assurances of the said lots as may be required to make the title good.

Witness the following signature and seal this the date above
written.

C. L. Hamblen, (SEAL)

State of Kentucky)
County of Madison) Set.

I, John T. White, Clerk of the County Court for the County aforesaid, do certify that the foregoing deed from C. L. Hambien to Sylvestia C. Hambien was on the 2nd day of February, 1895, produced to me in my office and acknowledged and delivered by C. L. Hambien to be his act and deed, whereupon the same is certified to the proper office for record.

Witness my hand and seal this February 2nd, 1895.

(OFFICIAL SEAL)

John T. White, Clerk.

Virginia: County of Wise, to-wit:

In the Clerk's office of the County Court of the County and State aforesaid the 27th day of March, 1895, the foregoing writing was presented and admitted to record, and together with the certificate of acknowledgement recorded April 4th, 1895, in Deed Book No. 37, page 275 &c.

Teste: W. R. Kilgore, Clerk.

By C. A. Vance, D. C.

A Copy-

Teste: W. E. Kilgore Clerk.

By R. P. Hamilton D. C.

C. I. HAMMILL

Do. } copy of deed

SYLVESTIA C. HAMMILL

deed book no. 57 page 213 40.

clerk's fee for copy 50 cents.

-----X
W. F. Harris) This deed made the first day of May, 1891, by
) and between W. W. Harris, bachelor, of Big
To) Deed.) Stone Gap, Virginia, party of the first part,
) -----X
C. L. Hamblin.) and C. L. Hamblin, of Collinsville, Texas, party of the second

part: Witnesseth, that for and in consideration of one note in the sum of Five Thousand Dollars (\$5,000), executed by Marion Clarkston and J. J. Kelly, Sr., to C. L. Hamblin, and transferred, by C. L. Hamblin to the party of the first part the receipt of which is hereby acknowledged, the party of the first part bargains, sells, grants and conveys with covenants of general warranty unto the party of the second part the following lots in Big Stone Gap, Virginia, to-wit: lots eleven (11) and twelve (12) of Block thirty six (36), as shown and designated upon a plat of Big Stone Gap, marked "Improvement Co's plat No. 1", and recorded in Wise County Court Clerk's office, to which reference is here made. Lot No. 11 is located at the intersection of W. 2nd Street with Wood Avenue, fronting 33 feet on Wood Avenue and runs back with the line of W. 2nd Street 132 feet to a take, the division corner between lots 10 and 11 of Block 36. Lot No. 12 adjoins lot No. 11, fronting 33 feet on Wood Avenue and runs back parallel with lot 11 to the divisional line between lots 9 and 12 of Block 36, each lot being a parallelogram thirty three by one hundred and thirty two feet.

Said lots were conveyed to the party of the first part by E. C. Harvey, L. C. Harvey and G. M. Harvey by deed dated August 23, 1890, and recorded in Wise County Court Clerk's office, deed Book 22, page 274, and were conveyed to E. C. Harvey by the Big Stone Gap Improvement Company by deed bearing date the 14th day of June, 1888, and recorded in Wise County Court Clerk's office, deed Book 12, page 91, to which reference is here made. The party of the first part covenants with the party of the second part that he is legally seized of said lots; that he has done no act to encumber the same; that the said lots are free from encumbrances, and that

he will execute or cause to be executed such other assurances as may be requisite. Witness the following signature and seal.

W. F. HARRIS, (SEAL)

Virginia: County of Wise, to-wit:

I, Wm. S. Mathews, a Notary public in and for the County aforesaid, State of Virginia, do certify that W. F. Harris, whose name is signed to the foregoing writing, bearing date on the 1st day of May, 1891, has acknowledged the same before me in my County aforesaid. Given under my hand this the 1st day of May, 1891.

Wm. S. Mathews, N.P.W.C. Va.

Virginia: Wise County Court Clerk's office May 25th, 1891.

The foregoing deed from W. F. Harris to C. L. Hamborn was this day received into my said office together with the certificate of acknowledgement, and recorded May 25th, 1891.

Teste: J. E. Lipps, Clerk.

By C. P. Addington, D. C.

A Copy-

Teste:

W. E. Kilgore

Clerk.

By

R. P. Hamilton

D. C.

W. K. HARRIS

to } Copy of Deed.

M. S. TANNER, JR.

Deed Book 20, page 130

Witness's Fee for Copy 20 cents

Henry, J. Morgan
Vs } In Chancery.
C.L. Hamblen et als

Complainant ()
Memorandum or lis
() pendens
Defendants)

The general object of the above styled cause, which is pending in the Circuit Court of Lee County, Virginia, is to collect from said C.L. Hamblen the sum of one hundred and thirty-six dollars and eighteen cents, with interest on \$61.18 part thereof, from January 1st 1886 till paid, on \$25.00, another part thereof, from the 18th day of November 1882, till paid, subject to a credit of Ten dollars paid Dec. 13th 1882, and on \$50.00, the residue of said sum from the 18th day of February 1883 till paid, and to subject to the payment thereof lots No. 11 and 12 in Block 36 Plat No. 1 in the Town of Big Stone Gap, Wise County, Virginia, which have been attached for that purpose. These lots are situated on the North side of Wood Avenue and front on said Avenue with a width of 33 feet each and run back northwardly 132 feet, and to set aside a deed made ~~xxxxxx~~ or pretended to be made by C.L. Hamblen to Sylvesta C. Hamblen, his wife, And the persons whose estate are to be affected by said suit are C.L. Hamblen and Sylvesta C. Hamblen, his wife.

Henry J. Morgan

Duncan & Hyatt, p.g.

Virginia County of Wise to wit:
In the Clerk's Office of
the County Court of the County
and State aforesaid the 14th
day of January 1896 the foregoing
Lis Pendens was presented
and admitted to record and
recorded in Deed Book No 39
page 378, Teste, W. A. Kileyover Clerk
By C. A. Tamm D.C.

Henry J. Morgan.

vs. { Memorandum
 { or his Pendency.

C. L. Hambleton et als.

Duncan & Hyatt, p. g.

Henry J. Morgan, Plaintiff.

Against (In Chancery. (Defendants' Brief.)

C. L. Hamblen, et als., Defendants.

-----In this case the claims of the plaintiff ~~controverted~~ are controverted to some extent, by the defendant, C. L. Hamblen, especially the conditional fee of \$25.00 in Turner case; and we think the evidence shows that Mr. Hamblen is not bound to pay this. As to Mrs. Hamblen's interest in the matter, the evidence of her and her husband was excepted by plaintiff as incompetent, this seems to be the general rule in suits like this, but when it is shown that Mrs. Hamblen had separate estate which is proven by R. D. Flanary her brother, then is she not a competent witness in her own behalf, as to such separate estate, and as to what became of it? And if they were incompetent the plaintiff was also incompetent. See 38th Va., Page 695, where the Court says: "Where husband and wife are interested parties defendants; neither are competent to testify, nor is the plaintiff." Then if the plaintiff was incompetent because of the incompetence of the defendants; and he afterwards testifies, as he has, does he not thereby waive his exception to the defendants as witnesses, and in fact make them competent? In any view we think the evidence shows that Mr. Hamblen received a considerable sum of money from R. D. Flanary, that was directed by Mrs. Hamblen's father to be paid to her, and that Hamblen conveyed the lots in Big Stone Gap to his wife in satisfaction of what he owed her, and that she ought to be allowed to hold this ~~property~~ property undisturbed by her husband's creditors.

Very Respectfully,

Geo. T. Blankenship,
For Defendants.

O.V.B.

H. J. Morgan

18. } Dept's Brief:

C. L. Hamblen Cal

Henry J.M organ,

Plaintiff.

vs.

In Chancery.

C.L.Hamblen et als.

Defendants.

Oral
I, C.E.Couk, a Notary Public in and for Lee County, Wirgin-
i a, do certify that H.J.Morgan this day personally appeared
before me and made oath that C.L.Hamblen and Sylvesta C.Hamblen,
two of the defendants in the above styled cause, are not resi-
dents of the State of Virginia. Given under my hand this Jan-
uary 11th 1896.

C.E. Couk, N.P.

Virginia,

In the Clerk's Office of the Circuit Court of Lee County,
on Saturday, the 11th day of January 1896.

Henry J.M organ,

Plaintiff.

vs.

In Chancery.

C.L.Hamblen et als.

Defendants.

The object of this suit is to collect the sum of \$156.18,
with interest on \$61.18, part thereof from January 1st 1886 till
paid, on \$25.00, another part thereof from the 18th day of Novem-
ber 1882 till paid, subject to a credit of \$10.00 paid December
13th 1882, and on \$50.00, the residue thereof, from the 18th day
of February 1883, till paid; and evidenced by three bonds filed
with said bill; and to subject to the payment thereof Lots No.
11 and 12 in Block 36, Plat No.1 in the Town of Big Stone Gap, ~~W~~
Wise County, Virginia, which have been attached for that purpose
and to set aside as voluntary, and made ~~with~~ for the purpose of
hindering delaying and defrauding the creditors, a certain deed
~~of~~ made or pretended to have been made by C.L.Hamblen to his
wife Sylvesta C.Hamblen; And an affidavit having been made
that the defendants, C.L.Hamblen and Sylvesta C.Hamblen, are not
residents of the State of Virginia, it is ordered that they do
appear here within fifteen days after due publication of this
order and do what may be necessary to protect their interest in
this suit. And it is further ordered that a copy hereof be
published once a week for four weeks in the Southwest Virginian,
a news paper published at Jonesville Lee County, Virginia; and
that a copy of this order be posted at the front door of the
Courthouse of this county on the first day of the next term of

Henry J Morgan
vs } Order Publication
C. L. Hamblen et al
Filed Jan'y 18th 1896
A. B. Munsey
Clerk

Virginia Lee County to wit
I A. B. Munsey Clerk of
the Circuit Court of Lee
County Va do Certify
that I posted a copy
of the within at the
front door of the Court
of Lee County at the
day term of the County
Court.
Given under my hand
this the 17th day of Feb'y
1896
A. B. Munsey Clerk

the County Court of Lee County, EXAMINER

A Copy, --Teste:--

Duncan & Hyatt, P. O.

A. B. Munsey
Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *C. F. Haublen, Syl-*
vesta C. Haublen ^{his wife} *and Thomas J*
Ely

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *First* Monday in *February*, 189*6*, to answer a
bill in Chancery, exhibited against *Thew* in our said court by
Henry J. Morgan

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *11th* day of *January* 189*6*, and in the
12^{0th} year of the Commonwealth.

AB Munsey Clerk.

Executed by levying on the following real estate of the defendant,
 C. L. Hambleen, to wit: lots No. 11 and 12. in Block 36, Plat
 No. 1. of the Town of Big Stone Gap, being the same lots
 conveyed to the said C. L. Hambleen by W. E. Harris in the year
 1891, situated on the North side of Wood Avenue in the Town
 of Big Stone Gap, Wise County, Virginia and fronting on said avenue
 with a width of 33 ft. to each lot and running back northwardly
 to the depth of 132 feet. no person being in possession of said
 lots. This 15th day of January 1896. Wm. P. Walton
 Sheriff of Lee County, Va.

Henry J. Morgan
 vs.
 C. L. Hambleen et al.
 SUPPENA
 IN CHANCERY.

Duncan Adolph p. q.

To 1st Feb'y Rules, 1896

Circuit Court.

Received Jan 20th
 1896 By delivering
 an office copy of the
 Sheriff's return
 to H. J. Morgan this
 Jan 20th 1896
 Wm. P. Walton S. S.

The proper affidavit having been made and filed in the cause, the
 Officer serving the process is ordered to attach the estate of C. L.
 Hambleen, mentioned in the bill, or any other estate belonging to
 him, situated in this State, and attach the same subject to the
 future order of the Circuit Court of Lee County, Virginia.
 Attest: Murray. Block.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

C. L. Hamblen Sylvestra
C. Hamblen and Thomas J. Ely

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *16th* Monday in *February*, 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by

Henry J. Morgan

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-

house, the *13th* day of *January*, 189*6*, and in the

120th year of the Commonwealth.

A. B. Munsey Clerk.

Henry J. Morgan
SUPRENA
vs. } IN CHANCERY.
Ed. Hamblen

Duncan & Hyatt p. q.

To St. Felix Rules,
Circuit Court.

Executed Jan 20th
18.96 by delivering
an office copy
of the within
decrees to J. J. Ely
This Jan 20th 18.96
Wm. P. Western
S. G. C.

❁CERTIFICATE OF ORDER OF PUBLICATION.❁

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

16 day of Jan 1896.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA—In the Clerk's Office of the Circuit Court of Lee County, on Saturday, the 11th day of January, 1896.

Henry J. Morgan, Plaintiff.

against
C. L. Hamblen et als., Defendants.
In Chancery.

The object of this suit is to collect the sum of \$136.18, with interest on \$61.18, part thereof from January 1st, 1886, till paid, on \$25.00, another part thereof from the 18th day of November, 1882, till paid, subject to a credit of \$10.00, paid December 13th, 1882, and on \$50.00, the residue thereof, from the 18th day of February, 1883, till paid, and evidenced by three bonds filed with said bill; and to subject to the payment thereof Lots No. 11 and 12 in Block 36, Plat No. 1, in the town of Big Stone Gap, Wise County, Virginia, which have been attached for that purpose and to set aside as voluntary, and made for the purpose of hindering, delaying and defrauding the creditors, a certain deed made or pretended to have been made by C. L. Hamblen to his wife Sylvesta C. Hamblen. And an affidavit having been made that the defendants, C. L. Hamblen and Sylvesta C. Hamblen, are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication of this order and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the SOUTHWEST VIRGINIAN, a newspaper published at Jonesville, Lee County, Virginia; and that a copy of this order be posted at the front door of the courthouse of this county on the first day of the next term of the County Court of Lee County.

A copy—Teste:

A. B. MUNSEY, Clerk.
Duncan & Hyatt p. q.

Jan 16 46

H. J. Morgan
vs. et al
C. L. Hamblen

RECEIVED OF ORDER OF THE COURT

Pliffs Costs

C 6.33
 Estimated 3.00
 atty 15.00
 Shff 1.00
 Printer 5.00
 Tax 1.50
 Clerk 1.25
\$33.08
 C/c 28
\$33.33

Henry J. Morgan

vs $\frac{3}{2}$ Chancery

C. L. Hambleton et als.

Duncan & Kyatt, p. 9.

1896 1st Feby rules bill filed
 Sp. et sented ask of Ely
 D. N. ask him + Contd
 for O. P. as to the other debts
 " 2nd Feby D. N. Confd ask
 L. J. Ely + Contd for O. P.
 as to the other debts
 " 1st March rules taken
 the last Monday Feby
 O. P. Compltd + Cause
 set for hearing

Noor Term 1901 Decree
 final. Chcy Order Book
 No 7. Page 19

Pliffs Costs

Clerk 6.33
 Estimated 3.00
 Shff 1.00
 atty 15.00
 Printer 5.00
 Tax 1.50
 Clerk of w/c 1.25
 Co. c/c 28
\$33.33

Defts Costs

C 1.05
 Court 75
 writ 50
\$2.30